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November 1, 1999

VIA CERTIFIED  
U.S. EXPRESS MAIL

PRIVILEGED AND  
CONFIDENTIAL  
LEGAL MATTER

Mr. Theodore John Kaczynski  
No. 04475  
P.O.Box No. 8500  
Florence, Colorado  
81226-8500

Re: Truth versus Lies

Dear Mr. Kaczynski:

We have received your letter of October 26, 1999 purporting to terminate your contract with Simulacrum, LLC ("Context") (the "Agreement") pursuant to paragraph 2(c)(ii) thereof. Your effort at termination is not effective for a number of reason, the following among them:

1. Publishers and authors alike have a now well-established "duty of good faith and fair dealing" requiring them to cooperate fully with one another to bring the manuscript in question to a publishable and legally satisfactory condition. It has been made clear to you in Beau Friedlander's letter of October 19, and in all the correspondence generally, that Context is more than willing to work with you to arrive at a manuscript that will be both satisfactory to you and Context and legally protected as well. (This point was reiterated in our letter of October 26th, which you have now probably seen.) You have no right under the Agreement to desist from that effort and Context has not given you reason to conclude that it has desisted from that effort either. Your termination on these grounds is ineffective. You may not evade that clear duty by purporting to "terminate" the Agreement without discharging fully your duty of good faith and fair dealing.
2. It is also very obvious from your last letter that you are insisting that Context revise its

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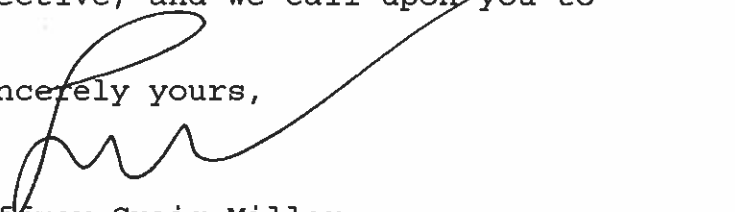
Agreement with you and agree to undertake to defray legal expenses wholly outside the existing Agreement and not contemplated by it. You do not have any right under Section 2 to terminate your Agreement with Context or to withhold performance for that reason. Your effort to terminate on these grounds is defective and in bad faith.

Your refusal to meet your duty of good faith and fair dealing to bring the manuscript to a satisfactory condition, as well as your attempt to exercise the termination right in order to alter your Agreement is a breach of your clear duties under the Agreement.

Context stands by the mutual duties of author and publisher to complete the work on the manuscript in good faith and to bring it to publishable form. Your flat refusal to accept or respond meaningfully to the last legally-motivated changes until after the Agreement is amended, as well as your threat to take the book elsewhere, clearly establish your bad faith.

Because of your breach of the duty of good faith and fair dealing and your ineffective attempt to terminate the Agreement, we will not permit any other publisher to publish this manuscript. As we noted in our letter of October 26th, we will look forward to your addressing how you will assist Context in achieving a satisfactory manuscript. Your putative letter of termination is rejected as ineffective, and we call upon you to cure your breach.

Sincerely yours,



Jeffrey Craig Miller

JCM:bjg  
cc: Quin Denvir, Esq.  
Beau Friedlander